



**U.S. Agency for International Development
Bureau for Management
Office of Procurement
Washington, D.C. 20523**

Issuing Date: March 8, 2002

Closing Date: May 8, 2002

SUBJECT: Request for Proposal (RFP) No. M/OP-02-165
Freight Forwarding and Booking Services

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals to provide the services described in the attached pages. USAID estimates that one contract will be awarded as a result of this solicitation.

To this end, USAID is issuing this Request for Proposals (RFP), which consists of this cover letter, Standard Form 33 with accompanying sections, and Attachments. "Accompanying Sections and Attachments" are as follows: Sections B - I for the anticipated contract, and one Section J, K, L, and M covering this solicitation.

This RFP in no way obligates USAID to award a contract nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal.

This RFP can be viewed and downloaded using the Agency Web Site. The USAID Worldwide Web address is <http://www.usaid.gov>. Select "Business and Procurement" from the home page, then "USAID Procurements." On the following screen, select "Download Available USAID Solicitations". Click on "Request for Proposals." Here you will see a list of all new RFP solicitations. USAID bears no responsibility for data errors resulting from transmission or conversion processes. Further, be aware that amendments to solicitations are occasionally issued and will be posted on the same Internet site from which you downloaded the solicitation. Generally, the Contracting Officer will issue amendments to all those who have sent in the written confirmation of solicitation receipt. However, USAID does not guarantee that an amendment will be issued to you directly based upon written confirmation that you have downloaded the solicitation from the Internet. You are therefore advised to regularly check the USAID Internet site for amendments.

ADDRESS ALL OFFERS TO:

BY HAND

Agency for International Development
Office of Procurement
M/OP/EER/MTP, Room 7.09-064
Ronald Reagan Building
1300 Pennsylvania Avenue
Washington, D.C. 20523
USAID Visitor's Desk
Enter at the 14th Street Lobby Only
Attn: RFP No. M/OP-02-165
Contact: Yvonne Wilson/Joe Lentini

BY MAIL

Agency for International Development
Office of Procurement
Ronald Reagan Building
1300 Pennsylvania Avenue
M/OP/EER/MTP, Room 7.09-064
Washington, D.C. 20523
Attn: RFP No. M/OP-02-165
Attn: Yvonne Wilson

Offerors are advised that the "By Hand" address is for courier services such as FedEx, UPS, DHL, etc. Couriers must stop by the Visitor's desk located in the Ronald Reagan Building (RRB) lobby on the 14th Street entrance and contact Ms. Yvonne Wilson at 202-712-1163 or me at 202-712-1316. Offerors are further advised that the Visitor's Desk cannot accept proposals/packages and, therefore, couriers for offerors must ensure that proposals are delivered directly to either Ms. Wilson or Mr. Lentini. As a result, if an offeror intends to submit a proposal prior to the closing date of this solicitation, the offeror should contact Ms. Wilson or Mr. Lentini (prior to sending a courier to deliver the package to USAID) to ensure that she/he will be available to pickup the proposal. Offerors are solely responsible for ensuring timely delivery to USAID.

Any questions may be directed to Ms. Yvonne Wilson at (202) 712-1163 or me at 202-712-1316. Prospective offerors should particularly note Section L - Instructions, Conditions, and Notices to Offerors of the attached solicitation.

Sincerely,

Joseph W. Lentini
Contracting Officer
Office of Procurement

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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE 1	OF 46	PAGE(S)
2. CONTRACT NO.	3. SOLICITATION NO. M/OP-02-165		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED March 8, 2002		6. REQUISITION/PURCHASE NO. 10074/3642
7. ISSUED BY U.S. Agency for Int'l Development Office of Procurement; RRB 7.9-064 1300 Pennsylvania Ave, NW Washington, DC 20523			8. ADDRESS OFFER TO (If other than Item 7) See Cover Letter				

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Cover Letter until **11:00 am (hour)** local time **May 8, 2002**. CAUTION LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: 	A. NAME Yvonne Wilson		B. TELEPHONE NO. (NO COLLECT CALLS)		C. E-MAIL ADDRESS
	Intl CODE 202	NUMBER 712-1163	EXT.	ywilson@usaid.gov	

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OFFER (Must be fully completed by offeror)


NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%) %	20 CALENDAR DAYS (%) %	30 CALENDAR DAYS (%) %	CALENDAR DAYS (%) %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER			17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.		
<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF Contracting Officer (Type or print) Joseph Lentini Contracting Officer		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT: Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide freight forwarding and booking services for shipments of commodities in the form of food donation assistance to least developed countries. Such commodities will consist of either bulk grains or packaged agricultural products. The required services will be generated in support of, but not limited to, Titles II and III of P.L. 480, the Food for Progress Act of 1985 and Section 416 (b) of the Agricultural Act of 1949, as amended.

B.2 CONTRACT TYPE

This is a requirements contract for freight forwarding and booking services.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

This is a no cost contract.

B.4 PRICE SCHEDULE

The required services are to be performed by the contractor or any subcontractor (herein after referred to as "Contractor") without monetary compensation from the Agency for International Development (USAID). The Contractor will receive commissions directly from the steamship lines. Total commissions or other remuneration received on U.S. and foreign flag liner bookings by all parties as a result of this contract shall not exceed two and one-half percent (2-1/2%) of the shipping rate for gross freight and dead freight and demurrage. Total commissions or other remuneration earned by all parties from U.S. flag and foreign flag charters will similarly be limited to two and one-half percent (2-1/2 %) of the gross freight, dead freight and demurrage earned by all parties; however, in recognition of owner's broker/agent involvement in chartering vessels, and the desire to encourage competition, the maximum commission which may be paid to the contractor as a result of this contract is further limited to two-thirds (2/3) of two and one-half percent (2-1/2 %) for both U.S. and foreign flag charter and liners. The Contractor must ensure that all freight tariffs and booking contracts reflect a maximum two and one-half percent (2-1/2 %) commission.

END OF SECTION B

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

INTRODUCTION

A. Background

Since June 1985, USAID has shared responsibility with the United States Department of Agriculture (USDA) in the administration and shipment of commodities under the Public Law 480 (P.L. 480) Title II food donation program. In addition, the Agricultural Trade and Assistance Act of 1954, as amended by Public Law 101-624, Agricultural Trade Development Act authorized the establishment of a revised Title III program of food donation assistance to least developed countries. An Executive Order dated February 25, 1991 transferred to USAID the responsibility to implement Titles II and III of the Act. USAID, therefore, will administer all freight forwarding and ship chartering responsibilities for the Title III program, chartering activity for the bilateral portion of Title II, as well as the Private Volunteer Organizations (PVO's) that request this service be performed by USAID and those PVO's with unsigned agreements. The Transportation and Commodity Division within the Office of Procurement (M/OP/TC) is the principal office within USAID responsible for the administration of this activity. In addition, USAID may generate other cargoes consisting of bulk grains, packaged agricultural or other humanitarian aid commodities from such programs as, but not limited to, the Food for Progress Act of 1985 and Section 416(b) of the Agricultural Act of 1949, as amended. In addition, M/OP/TC provides transportation and logistical services for USAID Bureau of Humanitarian Response's Office of Foreign Disaster Assistance. M/OP/TC also has an interagency agreement with the U.S. Central Command (USCENTCOM) in order to provide transportation and logistical services.

B. Title II

The transportation element of the PL 480, Title II, Government-to-Government program is financed by the Commodity Credit Corporation/USDA and administered by USAID in accordance with USAID Regulation 11, 22 CFR Part 211. This program provides emergency food shipments in the form of bulk grains and processed, packaged commodities to various countries beyond the regular programmed shipments being made by the World Food Program and the PVO's. Over fiscal year 2000, a total of 313,786 metric tons of food aid was booked for both liner and charter shipments with an ocean cost at approximately \$35,616,855.00. For FY 2001, a total of 87,873 metric tons of food aid was booked for both liner and charter shipments with an ocean cost of approximately \$12,446,098.

It is expected that the regular tonnage programmed for Fiscal Year 2002 for the government to government portion of the Title II volumes should approach the same as the FY 2000 levels.

C. Title III

The Title III program, as amended by the Act, replaces Section 206 of the old P.L. 480 Title II program. This program, as legislated, provides for the utilization of program sources to promote, through commodity and local currency use, the privatization of food and agricultural systems in least developed countries.

D. Section 416(b)

Section 416(b) of the Agricultural Act of 1949 was amended most recently in the 1985 Farm Bill. This program authorized the Commodity Credit Corporation (CCC), an agency and instrumentality of the U.S. Department of Agriculture, to donate surplus agricultural commodities to developing countries.

Examples of commodities generally available for donation are, but not limited to the following: wheat, barley, corn, sorghum and nonfat dry milk.

E. Food for Progress

The Food for Progress Act of 1985 authorized the donation of, but not limited to, surplus commodities to support emerging democracies to expand free enterprise elements in their agricultural economies. CCC may finance the sale and exportation of commodities from either the Section 416(b) or P.L. 480, Title I appropriations.

F. Office of Foreign Disaster Assistance (OFDA)

USAID Bureau of Humanitarian Response's Office of Foreign Disaster Assistance provides humanitarian aid in response to global emergencies. M/OP/TC provides transportation and logistical services for Office of Foreign Disaster Assistance.

G. USCENTCOM

M/OP/TC also has an interagency agreement with the U.S. Central Command (USCENTCOM) in order to provide transportation and logistical services.

OBJECTIVE

The objective of this contract is to acquire the services of a Contractor to perform freight forwarding, ship chartering activities, and other logistical activities under the aforementioned programs as well as other humanitarian aid programs in accordance with USAID Regulation II, 22 CFR Part 211. (See Section J)

SCOPE OF WORK

In performance of this contract, the Contractor shall:

A. Receive commodity availability notices from the USDA/Kansas City Commodity office (KCCO) for both bulk grains and packaged agricultural commodities. KCCO will notify the Contractor via telephone and by Notice of Commodity Availability, CCC-512 that bagged whole grain or processed commodities have been purchased as well as the load port, port range or inland point of loading. When bulk commodities are purchased on the spot market rather than being supplied from USDA stock, KCCO may request freight rates from all U.S. coastal ranges to be coordinated with the commodity purchasing offices in order to determine the port that will result in lowest-landed costs. Depending on the status of the Program's compliance with Cargo Preference requirements, the Contractor will be advised by KCCO or USAID whether a U.S. or foreign-flag vessel should be fixed. If the advice is received from KCCO then the Contractor shall advise that determination to USAID, who will either confirm, or direct the Contractor to take alternative action;

B. Depending on the quantity available, and upon consultation with USAID, the Contractor shall arrange for a full charter or part cargo liner booking for ocean shipment within a specified time period, by initiating, drafting, and distributing public freight solicitations (tenders) in accordance with instructions from USAID and the terms and conditions of this contract, and receiving responses thereto. The specified time period for responses shall be reasonable and in accordance with programmatic needs. This may include, but not necessarily be limited to the following:

1. Full Charters

The Contractor shall prepare a freight solicitation, which shall include the following:

- solicitation number;
- for packaged commodities, the solicitation shall ask for "geared" vessels;
- for bulk cargo, the solicitation will be for vessels "geared" or "with self-discharging equipment;"
- cargo tonnage, commodity, loading port or coastal range(s) and discharge port(s);
- tonnage tolerance as agreed to by KCCO;
- loading and discharging terms;
- laydays as coordinated with KCCO;
- request for rates for both U.S. and foreign flag vessels;
- other terms as directed by USAID and required by the terms and conditions of this contract.

The Contractor shall release the tender electronically to the Futuresource.com or other acceptable advertising medium and to the USAID Internet Bulletin Board for posting.

2. Part Cargo Liner and Non-Liner Parcel Bookings

As directed by USAID, the Contractor shall advertise on Futuresource.com or other acceptable advertising medium and USAID Internet Bulletin Board advising all common carriers and independent lines with regular advertised liner service serving the desired destination, of all pertinent information relating to the cargo movement and ultimate destination, and request rate quotations. Bulk cargo moving in less than full charter quantities shall be offered to liner and non-liner operators.

C. Provide a written summary of offers and verbal discussions conducted with ocean carriers to USAID for review. The Contractor shall provide USAID with a copy of the corresponding bid work sheets for liner bookings and charter parties when submitting them for USAID approval. The Contractor shall separate U.S. and foreign-flag vessels offers and present to USAID a copy of each offer and a recap of U.S. flag and foreign rates. In addition, the contractor shall list any subjects that are present in the offer. USAID will determine how the offers should be negotiated and advise the Contractor accordingly;

D. Negotiate contracts with ocean carriers in accordance with instructions provided and guidelines established by USAID and the terms and conditions of this contract. The Contractor will record for the file, all bids, clarification, corrections, and discussions held with offerors by phone, e-mail or fax transmission. The Contractor shall record this information on a Bid Information Worksheet and submit it to USAID with the Contractor's recommendation for awards. Rates for liner bookings cannot exceed rates used by USDA/KCCO submitted on the CCC-512 or on file with the Federal Maritime Commission, whichever is lowest, without prior approval from USDA/KCCO. USAID will be the liaison with the Maritime Administration (MARAD) concerning the preparation and issuance of fair and reasonable rates for bulk cargoes and processed commodities in charterable quantities moving on U.S. flag vessels;

E. Submit completed charter parties and booking confirmations to USAID for approval and signature. The cognizant USAID Contracting Officer will sign all charter parties and booking notes;

F. Coordinate booking and freight forwarding activity with the appropriate offices within USAID and USDA to ensure the continuous flow of commodities within the prescribed time frame. As directed by USAID, the following will be notified of the pertinent details by the Contractor upon fixing of the vessel:

1. KCCO/Processed Commodity Division, Export Operations Branch (PCD/EOB).
2. Futuresource.com or other acceptable advertising medium.
3. Maritime Administration (U.S. flag charters only).
4. "Posting on the Internet"

G. Issue, prepare, receive, compile, and distribute as directed by USAID all export documentation related to the commodity movement from the point where cargo is made available for shipment to the port of discharge or final inland destination, as appropriate. This shall include, but not necessarily be limited to, such documents as charter parties, booking confirmations, bills of lading, consignee receipts, export declarations, export certifications for commodities, and overage/shortage and damage/claim reports. This includes, but is not necessarily limited to, the following:

1. Assuring that all charter parties are prepared and signed by the vessel owner and reviewed as to correctness and submitted to USAID for approval and signature.
2. Preparing Cargo Booking Confirmation for signature by USAID and the carrier.
3. Distributing executed copies of Charter Party/Booking Confirmation to KCCO and USAID as appropriate.
4. Where required, requesting and ensuring that a Phytosanitary Certificate is issued by the Animal Plan and Health Inspection Service (USDA/AAPHIS-PPQ) and distribute as appropriate.
5. Whenever necessary (i.e., for milk products or blended products containing milk), completing and distributing a KC-156, Export Certification for Commodities as provided by KCCO in lieu of Phytosanitary Certificates.
6. Monitoring the flow of documentation prepared by USDA cargo moves from mill to port. The Contractor shall be responsible for verifying the shipper's count versus the receiver's tallies, and accounting for losses due to railroad handling or stevedoring losses. The Contractor will forward over, short, and damage/claim reports to KCCO/PCD/EOB.
7. Monitoring vessels, ETAS, and cargo lifting, through regularly scheduled contact with steamship lines to maintain up-to-date information in the pertinent reports.
8. Accurately preparing the Shipper's Export Declaration, as per Department of Commerce's instructions and issuing it within the required time frame.
9. Preparing ocean bills of lading (OBLs) stamped "on board," to be signed and dated by the master of the steamship line or its authorized agent. The Contractor shall be responsible for verifying all vessel lifting data, and for ensuring that the vessel name, flag registration, and quantities/tonnages are correct, as evidenced by supporting documents. The Contractor shall distribute OBLs to overseas consignees and as directed by USAID. All OBLs must be freighted.
10. Submitting vessel lifting information and discharge dates to KCCO/CCC for use in coordinating outturn surveys pursuant to USAID regulations.
11. Completing the KC-366, Shipment Information Log, on a shipment-by-shipment basis, which will detail railcar or container information from inland bills of lading, dock receipts, and over, short, and damage reports. This reconciled document, copies of signed Notices to Deliver, and OBLs, signed charter party or booking note shall be forwarded to KCCO not more than 10 working days after vessel lifting.

H. Call forward of railcars within the port area and coordinate cargo unloading, at the pier designated by the steamship company, with port authorities and the ship's agent to assure the smooth and timely flow of cargo to the vessel, with appropriate follow-up documentation. KCCO will continue to issue shipper's

instructions and coordinate inland cargo movement to the port, and act as liaison between Contractor and KCCO's supplier;

I. Assist and coordinate with KCCO in the arrangement of cargo inspections, condition inspections, fumigation, cargo diversions, and cargo loading observation by Federal Grain Inspectors, or their designated agents;

J. Implement a reports management system which shall provide USDA, USAID current statistical reporting information, such as cargo preference compliance status, tonnage/commodities transported by country of destination, rate statistics, vessel loading status, etc.

K. The Contractor shall obtain from the vessel owners, or their appointed agents, a fully completed Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal (See Section J), supported by the following documents: certified and rated on board bill of lading(s) with standard certification; signed copy of the charter party or liner booking confirmation, as appropriate, and any addenda thereto; a certified copy of tariff page with tariff page certification on mark and count cargoes; copies of agent/broker's paid commission invoice; signed copies of the weight certificate and the vessel hold inspection certificate; vessel inspection certificate issued by National Cargo Bureau; and container inspection and/or fumigation certificates, where required. This documentation must be submitted prior to vessel's arrival at disport. The documentation shall also include notice of the vessel's arrival at the first port of discharge. Prior to submitting the required ocean freight payment documentation to USAID, the Contractor shall review documentation and ensure that all the certifications have been made, all the documents have been furnished, and that the vessel owners have fulfilled all the requirements as mandated by the covering charter party or liner booking note. The foregoing documentation shall be submitted to USAID within 2 working days after the Contractor's receipt thereof, for USAID's approval and transmittal for payment.

L. As requested by USAID, provide an overseas network of agents in the ports of discharge and/or destination countries. This includes, but is not necessarily limited to, the following:

1. The Contractor must have a representative in the port of discharge and ensure the cargo is delivered to the proper party.
2. Immediately upon the vessel's arrival, the Contractor's discharge port representative shall advise the P.V.O. in the recipient country and USAID of the vessel's safe arrival.
3. The Contractor's discharge port representative shall coordinate with the USAID mission in the recipient country and assist it in obtaining cargo surveyors, if required.
4. If the cargo is being carried to an inland destination on a through Bill of Lading, the Contractor must have a representative at the final destination to ensure delivery of proper quantity and quality of the cargo.
5. The Contractor's discharge port representative shall coordinate the collection and forwarding of all appropriate documents.
6. The Contractor shall advise USAID when the vessel has completed discharging, and when all cargo has been delivered to the receivers.
7. If required, the contractor shall assist USAID and the KCCO Claims and Collections Division in settling cargo/vessel claims, as directed by USAID.

M. REPORTING REQUIREMENTS: With reference to above, the Contractor shall maintain and continuously update a computerized reports and data management system, which is capable of producing

the reports described below. The terms and conditions of Alternate III of the clause of this contract entitled "Rights in Data - General, (FAR 52.227-14) apply to the reports and data management system. At the expiration of this contract, the Contractor shall deliver to USAID all of the data included in the reports and data management system in a high density diskette or CD in standard ASCII format or other software compatible with USAID systems.

1. Vessel Charter Party Fixture/Booking Note Report - This report shall be a summary of the booking arrangements made by the Contractor for each cargo movement. The report shall list the relevant terms of the booking, including, but not necessarily limited to, Transfer Authorization (TA), commodity, vessel name, tonnage, packaging load/discharge ports and dates, USAID program sponsor, and destination country by USAID geographical world areas (Africa (AFR), Latin America and the Caribbean (LAC), Eastern Europe (EE or EUR), Central Asia and the Near East.
2. Daily Vessel Status Report - Updated daily, this report shall contain a summary of cargo currently in the market awaiting fixture, cargoes being loaded, discharged, in-transit, and booked cargoes. This report shall contain basic fixture information and relevant changes, such as vessel substitutions and loading or discharge dates updates, etc.
3. Commission Report - This report shall summarize the Contractor's commissions received up to the date that the report is prepared. This report shall reflect cargo description and tonnage, ocean freight revenue, commission fee paid, and amounts of commissions, if any, shared with other freight forwarders, agents or brokers.
4. Cargo Preference Report/Destination -This report shall monitor U.S. Government cargo preference requirements for the shipment of USAID cargoes made by the Contractor. This report shall contain an analytical profile of U.S. and foreign flag cargo preference data for each specific country participant, and on a worldwide grand total basis. The report shall include cargo description and tonnage, referenced by the Contractor's shipment number, freight rate, and freight revenue figures, and U.S./foreign flag percentages and participation in various categories of commodities.
5. Composite Status Report - This report shall summarize each cargo booking by TA, Contractor's Reference No. (assigned to all shipments), along with USAID's Acquisition and Assistance number and shall consist of a one-line entry per shipment covering USAID contract number, USAID Transfer Authority No., vessel name, commodity description and packaging, tonnage, booked freight rate, load/discharge port, USAID destination country, and vessel loading status.
6. KC Guideline Rate/Contractor Booked Rate Summary - The purpose of this report is to account for ocean freight differentials and freight savings for each shipment. Data to be entered are: U.S. and foreign flag rates, commodity and packaging, KCCO guideline rate, carrier offered/booked rate, actual freight cost, U.S. flag differential cost, and freight savings.

The contractor shall provide USAID with direct access to download these reports from the contractor's database. If necessary, the contractor shall also provide a modem and remote terminal to USAID to facilitate the access to these reports. The Contractor shall provide this equipment free of charge for the term of this contract.

N. The contractor shall perform the booking and chartering functions under this contract in an office located in the Washington, D.C. metropolitan area to facilitate contract management and implementation.

END OF SECTION C

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place within the Washington D.C. metro or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.2 52.246-14 INSPECTION OF TRANSPORTATION (APR 1984)

The Government has the right to inspect and test the Contractor's services, facilities, and equipment at all reasonable times. The Contractor shall furnish Government representatives with the free access and reasonable facilities and assistance required to accomplish their inspections and tests.

E.3 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____
[insert Contractor's name] furnished the supplies or services called for by Contract No. _____
via _____ [Carrier] on _____
[identify the bill of lading or shipping document] in accordance with all applicable requirements.
I further certify that the supplies or services are of the quality specified and conform in all
respects with the contract requirements, including specifications, drawings, preservation,
packaging, packing, marking requirements, and physical item identification (part number), and
are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
	ALTERNATE I (APR 1984)	
52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP 1989
52.247-29	F.O.B. ORIGIN	JUN 1988
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR 1984
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999
52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR 1984
52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN 1991

F.2 52.211-11 LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$10,000.00 per calendar day of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is two years with three one year options.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 KEY PERSONNEL

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Title	Name
1. Overall Project Manager	
2. Cargo Booking & Freight Forwarding Manager	
3. Charter Manager	

A (1) Overall Project Manager - The Contractor shall designate a Project Manager who will be responsible for the overall administration, supervision and coordination of the performance of this contract. The Project Manager shall have at least five (5) years experience in the management of volume freight services.

A (2) Cargo Booking & Freight Forwarding Manager - The Contractor shall provide a full-time Cargo Booking and Freight Forwarding Manager, who shall be stationed at the Contractor's Washington, D.C. Metropolitan area office. The Cargo Booking and Freight Forwarding Manager shall have at least three (3) years experience in freight forwarding and booking services.

A (3) Charter Manager - The Contractor shall provide a full-time Charter Manager who shall be responsible for ensuring that all bulk grain and liquid charters meet the criteria required to carry out a successful voyage, including but not limited to the following: (a) preparation of the freight solicitation for the proper vessel considering commodity type and discharge port(s); (b) cargo tonnage, commodity, load and discharge port(s) are described in accordance with customary tolerances, terms and laydays; (c) negotiation of proper deviation costs, if required; (d) regular tracking and reporting of vessel's itinerary and estimated times of arrival/departures; (e) negotiation of general average, if necessary. The Charter Manager shall have at least five (5) years experience in charter management.

B. All key personnel shall be required to submit a "Procurement Integrity Certification for all Procurement Officials" to the Contracting Officer before commencing performance under this contract and shall be required to comply with Subsection 27(a), (b) and (d) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended.

C. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

D. Other Non-Clerical Personnel: The Contractor shall provide other non-clerical personnel, who are experienced in forwarding, booking and chartering the delivery of ocean commodities as necessary for full, complete and effective performance of this contract. Such personnel shall have at least one full year experience in freight forwarding and booking services.

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

US Agency for International Development
Office of Procurement
M/OP/EER/MTP
RRB 7.09-064
1300 Pennsylvania Ave, NW
Washington, DC 20523

G.2 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer will be appointed at the time of award.

G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic(s) code for procurement of goods and services under this contract are: 000 and 935.

H.3 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support.

H.4 LICENSING REQUIREMENTS

The contractor must be accredited or authorized to act as a licensed freight forwarder or be associated with a licensed freight forwarder through a subcontract relationship.

END OF SECTION H

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	DEC 2001
52.216-18	ORDERING	OCT 1995
52.216-21	REQUIREMENTS ALTERNATE I (APR 1984)	OCT 1995
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT 2001
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.225-15	SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS	FEB 2000
52.225-16	SANCTIONED EUROPEAN UNION COUNTRY SERVICES	FEB 2000

52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-14	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)	JUN 1987
52.227-18	RIGHTS IN DATA--EXISTING WORKS	JUN 1987
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	DEC 1998
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	DEC 1998
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR 1984
52.242-11	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR INDICIA MAIL	FEB 1993
52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL 1995
52.242-15	STOP-WORK ORDER	AUG 1989
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.247-5	FAMILIARIZATION WITH CONDITIONS	APR 1984
52.247-8	ESTIMATED WEIGHTS OR QUANTITIES NOT GUARANTEED	APR 1984
52.247-9	AGREED WEIGHT-GENERAL FREIGHT	APR 1984
52.247-10	NET WEIGHT-GENERAL FREIGHT	APR 1984
52.247-12	SUPERVISION, LABOR, OR MATERIALS	APR 1984
52.247-13	ACCESSORIAL SERVICES - MOVING CONTRACTS	APR 1984
52.247-14	CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT	APR 1984
52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR 1984
52.247-16	CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT	APR 1984
52.247-17	CHARGES	APR 1984
52.247-18	MULTIPLE SHIPMENTS	APR 1984
52.247-19	STOPPING IN TRANSIT FOR PARTIAL UNLOADING	APR 1984
52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE	APR 1984
52.247-22	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS	APR 1984
52.247-27	CONTRACT NOT AFFECTED BY ORAL AGREEMENT	APR 1984
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.250-1	INDEMNIFICATION UNDER PUBLIC LAW 85-804	APR 1984

52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.228-9	CARGO INSURANCE	
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7025	APPROVALS	APR 1984

AIDAR 48 CFR Chapter 7

I.2 52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after N/A.

I.3 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

(a) Definitions. As used in this clause--

Commercial item has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appendix 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

I.4 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

- (1) All communications materials funded by operating expense account funds;
 - (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
 - (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
 - (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- (d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

END OF SECTION I

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Please contact Ms. Yvonne Wilson via e-mail ywilson@usaid.gov to receive electronic files with attachments J-2, J-4, J-5, J-6, and J-8. These files are identified with the double asterisk (**) beside them.

- J-1 USAID Reg 11 (22 CFR Part 211)
This document may also be downloaded at http://www.usaid.gov/hum_response/ffp/reg11p.htm
- J-2 ** Notice of Commodity Availability
- J-3 Standard Charter Party
- J-4 ** Cargo Booking Confirmation
- J-5 ** Export Certification for Title II Commodities (USDA form KC 156)
- J-6 ** Shipment Information Log (USDA form KC-336)
- J-7 Public Voucher for Purchases and Services Other Than Personal SF1034
- J-8 ** Shipper's Export Declaration (USDC form 7525-V-ALT)
- J-9 Sample Subcontracting Plan
- J-10 RFP Mailing List
- J-11 Contractor Biographical Data Sheet, USAID FORM 1420-17
A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/
- J-12 Disclosure of Lobbying Activities - SF LLL
A hard copy is attached at the end of this document; however, for an electronic version, please locate the form at http://www.USAID.GOV/procurement_bus_opp/procurement/forms/

END OF SECTION J

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street | Name and address of owner and
(street address, city, state, | operator of the plant or facility
county, code) | if other than offeror or respondent

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is-- 488510.

(2) The small business size standard is \$5,000,000 million [average annual receipts for 3 preceding fiscal yrs].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern-- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern, as used in this provision, means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women- owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

- (a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.-

- (b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);-

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

☐ (III) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.10 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.11 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

K.12 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.13 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____
Offer/Proposal No. _____
Date of Offer _____
Name of Offeror _____
Typed Name and Title _____
Signature _____ Date _____

END OF SECTION K

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/loadmain52.html>
<http://www.info.usaid.gov/pubs/ads/aidar/>

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-6	CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991

L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)

(a) Definitions. As used in this provision--

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

U.S. Agency for International Development
Office of Procurement
Ronald Reagan Building
M/OP/EER/MTP, Room 7.09-064
1300 Pennsylvania Ave, NW
Washington, DC 20523

Mailing Address:

U.S. Agency for International Development
Office of Procurement
M/OP/EER/MTP, RRB 7.09-064
1300 Pennsylvania Ave, NW
Washington, DC 20523

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 GENERAL INFORMATION

a) Award. It is anticipated that the Government will award one contract under this solicitation.

b) Freedom of Information Act of 1981. Pursuant to this Act, the public is entitled to request information from Agency contract files. As a general rule, information will be disclosed except:

1. Information submitted in response to a Request for Proposal, prior to award of the contract or other instrument, or amendments thereto.

2. Information properly classified or administratively controlled by the Government.

3. Information specifically exempted from disclosure under the Freedom of Information Act.

Upon award of contracts resulting from this solicitation, the Government will disclose, use or duplicate any information submitted in response to the solicitation to the extent provided in the contract and as required by the Freedom of Information Act.

c) In case of any disagreements or discrepancies between the terms and conditions of this RFP and the FAR, the latter shall prevail.

d) The Offeror shall follow the instructions contained in this RFP and supply all information and signatures/certifications, as required. Failure to furnish all information requested may disqualify a proposal.

e) Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S. C. 1001.

f) USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (3) site visits to the Offeror's institution.

g) This request for proposals is written in the Uniform Contract Format described in Federal Acquisition Regulation (FAR) section 15.204. Offerors are encouraged to familiarize themselves with the Uniform Contract Format. This will facilitate their understanding of the terms and conditions of this solicitation, the instructions which follow, and the source selection process.

The evaluation board will consider any failure to conform to these instructions and rules and of any attempt to evade these specifications and rules on the basis of technicalities as indications of the kind of behavior that it may expect from the offeror during contract performance. The board will take this into account when making its evaluation. If an offeror does not understand these instructions, then it should write to the Contracting Officer for clarification sufficiently in advance of the deadline for the receipt of offers to get an answer in time to meet that deadline.

h) Government Obligation. The US Government is not obligated to make an award or pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.5 INSTRUCTIONS FOR PREPARATION OF THE TECHNICAL PROPOSAL

a) Technical proposals must be placed in sealed envelopes clearly marked on the outside with the following information:

RFP No.: M/OP-02-165
Freight Forwarding and Booking Services
Technical Proposal

b) Each offeror must submit an original and four (4) copies of the following information in response to this Request for Proposals in strict accordance with the following instructions:

1. The Offeror is required to submit a Program Management Plan responding to the evaluation criteria set forth in Section M as it relates to performance of the tasks outlined in Section C of this solicitation.
2. The Offeror is required to submit a Program Support Plan responding to the evaluation criteria set forth in Section M as it relates to performance of the tasks outlined in Section C of this solicitation.
3. The Offeror is required to submit Personnel Information responding to the evaluation criteria set forth in Section M as it relates to performance of the tasks outlined in Section C of this solicitation. This information shall include a resume and Contractor Employee Biographical Data Sheet (USAID Form 1420 - 17) for all proposed personnel. Other than that specified in Section F, this RFP does not detail minimum qualifications for any labor category. USAID envisions that each offeror will determine for itself what is required to best perform the tasks set forth in the Statement of Work. The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

[Note: The offeror's Technical Proposal must separate the information set forth above (i.e., the Program Management Plan, Program Support Plan, and Personnel Information) under separate tab dividers. This information required in Items 1-3 shall be limited to one hundred (100) pages (including any attachments, graphs, charts, etc.). Offerors shall use only 8.5 inch by 11 inch, single-spaced pages and number each page consecutively. No smaller than 11-pitch type may be used. Failure to submit a written statement on technical approach may disqualify an offeror.]

4. The Offeror is required to submit Past Performance Information responding to the evaluation criteria set forth in Section M as it relates to performance of the tasks outlined in Section C of this solicitation. Past performance information shall be provided for the offeror and each proposed subcontractor. The past performance information shall be submitted in accordance with the following:

a) For the offeror and each proposed subcontractor, list five to ten (5-10) past or current contracts for efforts similar to this requirement. The proposal should include past performance information demonstrating experience in both booking note and charter contracts. The list shall include for each referenced contract: (i) the contract number and delivery order number if applicable (ii) the name of the organization, (iii) the project name, (iv) a brief project description, (v) the period of performance, (vi) the contract amount, and (vii) the name and telephone number of at least two contacts currently at the organization for which the service was performed (not the offeror). It is recommended that the offeror alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested. The list shall be attached as an annex to the Technical Proposal.

b) If the offeror/subcontractor encountered problems on any of the referenced contracts, they may provide a short explanation and the corrective action taken. Offerors/subcontractors shall not provide general information on their performance.

c) Offerors/subcontractors may describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work.

[Note: USAID may use past performance information obtained from other than the sources identified by the offeror/subcontractor. USAID shall determine the relevance of similar past performance information. Past performance information will be used for both the responsibility determination and best value decision.]

c) The Government will process late submissions of offers/proposals in accordance with FAR 15.208 and FAR 52.215-1. If an offer/proposal is received late and is not eligible for consideration in accordance with FAR 15.208 and FAR 52.215-1, then the Government will reject that offer/proposal without evaluation.

L.6 INSTRUCTIONS FOR PREPARATION OF THE COST/BUSINESS PROPOSAL

a) Cost/Business proposals must be placed in sealed envelopes clearly marked on the outside with the following information:

RFP No.: M/OP-02-165
Freight Forwarding and Booking Services
Cost/Business Proposal

b) Each offeror must submit an original and one (1) copy of the following information in response to this Request for Proposals in strict accordance with the following instructions:

1. An Offer (Proposal)

(a) Per FAR 2.101, the offer is the "proposal" and, if accepted, will bind the offeror to perform the resultant contract. The offer must show that the offeror agrees to the terms and conditions of the model contract of this solicitation, which consists of RFP sections A through K, including all documents, exhibits, and other attachments that are incorporated therein by reference and made a part thereof. The offeror's agreement to all of those terms and conditions is mandatory unless this solicitation states otherwise by express exception with regard to a specific term or condition. In order to show its agreement, the offeror must complete and submit the following items as its offer without exception or reservation:

- RFP Page 1, Standard Form (SF) 33, "Solicitation, Offer, and Award", blocks 12 through 18;
- RFP Section K, "Representations, Certifications, and Other Statements of Offerors", for the Offeror and all subcontractors.

(b) The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful offeror to the terms and conditions of the prospective contract (i.e., RFP sections A through K). The Government advises prospective offerors to read the terms and conditions of the prospective contract carefully and to refer any questions of interpretation to the Contracting Officer in writing before the deadline for the receipt of proposals.

2. For the Offeror and also for each subcontractor: Audited balance sheets and profit and loss statements or, if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. The balance sheets and profit and loss statements for the current fiscal year may be unaudited. The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

The Government may agree to waive the requirement for the submission of certified financial statements if the offeror can satisfy the Contracting Officer, in the Contracting Officer's sole discretion, that the offeror is able to provide other, substitute financial information, such as business tax returns. The substitute information must be adequate to show how well the offeror's business performed, not merely whether or not the offeror has adequate capital and credit to perform under the prospective contract. The Government wants to use the information to assess the offeror's stability, profitability, and growth as indicators of management effectiveness under prevailing market conditions. Offerors who wish to obtain such a waiver must apply in writing to the Contracting Officer no later than two weeks before the deadline for the receipt of offers. The offeror's application must describe the substitute information in detail.

3. A Subcontracting Plan, if the offeror is other than a small business. (See Section J for sample Plan) Submitted Subcontracting Plans must address subcontracting with small business concerns, with small disadvantaged business concerns, women-owned small business concerns, and with HUBZone small business concerns.

4. Detail of the offeror's management structure as it relates to performance of services described in Section C.
 5. A copy of the offeror's personnel policies in effect at the time the offer is submitted. [Note: To be submitted only if the offeror has no prior Federal contracting experience.]
 6. A copy of the offeror's travel policies in effect at the time the offer is submitted. [Note: To be submitted only if the offeror has no prior Federal contracting experience.]
 7. If two or more parties have formed a partnership or joint venture for the purposes of submitting a proposal under this RFP (and, if selected would perform the contract) as a single entity, they must submit the Corporate Charter, By-Laws, or Joint Venture Partnership Agreement. In addition, the contractor team arrangements must be identified, company relationships must be fully disclosed, and respective responsibilities and method of work must be expressly stipulated. In addition, the principals to the Joint Venture Agreement must agree to be jointly and severally liable for the acts or omissions of the other.
- c) The Government will process late submissions of offers/proposals in accordance with FAR 15.208 and FAR 52.215-1. If an offer/proposal is received late and is not eligible for consideration in accordance with FAR 15.208 and FAR 52.215-1, then the Government will reject that offer/proposal without evaluation.

END OF SECTION L

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

- a. The Government may award a contract without discussions with offerors in accordance with FAR 15.215-1.
- b. The Government intends to evaluate offerors in accordance with Section M of this RFP and make contract award to the responsible offer(s) whose proposal(s) represents the best value to the U.S. Government. Technical factors are significantly more important than cost/business factors.
- c. The technical information will be scored by a technical evaluation committee using the technical evaluation criteria shown below.
- d. The evaluation committee may include industry experts who are not employees of the Federal Government.
- e. Offer Responsiveness. The Government will determine the responsiveness of an offer on a pass/fail basis. An offer is responsive when it manifests assent to all the terms and conditions of this Request for Proposal (RFP) (Sections A through K) and the prospective contract, which includes the solicitation provisions, contract clauses, statement of work, and documents, exhibits, and attachments. The Government will declare non-responsive offers to be unacceptable, that is, when the offer does not manifest the offeror's assent to all of the terms and conditions of the RFP and prospective contract. To manifest assent to all of the terms and conditions of the prospective contract, the offeror must, without exception or reservation, complete Standard Form 33, Blocks 12 through 18; and must complete the certifications, representation, and other statements of the offeror in Section K of the RFP.

M.2 DETERMINATION OF COMPETITIVE RANGE AND CONTRACTOR SELECTION

- a. The competitive range of offerors with whom negotiations will be conducted (if necessary) will be determined by the Contracting Officer.
- b. This procurement uses a best value approach. In accordance with FAR 52.215-1, set forth in Section L. of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal represents the best value to the U.S. Government after evaluation in accordance with factors and subfactors in this solicitation.
- c. Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.3 TECHNICAL EVALUATION

The following criteria will be used by the technical evaluation committee in evaluating technical proposals. The technical proposals in response to this solicitation must be divided into sections corresponding to, and following the order of, the primary evaluation criteria set forth below. Each section of the technical proposal must be clearly identified, using the titles of the appropriate primary evaluation criteria. The technical proposal need not be divided into subcriteria.

M.3.a. Program Management (20 Points)

The proposal will be evaluated based on demonstrated ability to manage the delivery of the required commodity through booking/chartering and forwarding services. The proposal shall include a Program Management Plan addressing the following:

M.3.a.1. The proposed organization and staffing plan will be assessed to ensure that the Program Manager has adequate authority to direct the Government project, and the Offeror is organized for efficient delivery of services.

M.3.a.2. The proposed cargo central plan, including a standby network of overseas agents, in terms of ensuring provision of lowest applicable rates and timely response to the Government's requirements.

M.3.a.3. The proposed facilities will be evaluated on the basis of how the location would enhance the level of service provided the Government as well as resources allocated for the project. USAID will consider advantageous such elements as one or more branch offices or affiliates near all U.S. Ports of export. Note that Section C of this RFP requires that the contractor perform the booking and chartering functions under this contract in an office located in the Washington, D.C. metropolitan area to facilitate contract management and implementation. This requirement is not meant to be restrictive. Rather, it reflects USAID experience with the effective and efficient implementation and administration of this program.

M.3.a.4. The proposed implementation plan will be evaluated on the basis of its feasibility in fulfilling the contract.

M.3.b. Program Support (15 Points)

The proposal will be evaluated based on the demonstrated ability to provide the required reports, statistical data, data processing, and domestic and international telex communication services. The Program Support Plan shall also describe all related services it can provide, such as facsimile, reproduction, and communication capabilities with subcontractor(s) as appropriate.

M.3.c. Personnel Information (35 Points)

The proposal shall include Personnel Information addressing the qualifications of the proposed key personnel as well as other proposed support staff. The evaluation will assess the experience of proposed personnel and adequacy of the staffing to support the program. The proposed personnel should have experience in the delivery of ocean commodities through forwarding/booking/chartering experience and capability.

M.3.d. Past Performance Information (30 Points)

M.3.d.1. The proposal will be evaluated based on demonstrated background and experience in ocean transportation booking/chartering/freight forwarding services to the U.S. Government or as agents for foreign nations receiving funds made available through various U.S. Government programs such as PL 480 Titles I/III, II section 416 and GSM-102; and Food for Progress as well as to commercial clients. The Technical Evaluation Committee may give more weight to past performance information that is considered more relevant and/or more current.

M.3.d.2. The Past Performance evaluation by USAID will focus on the contractor's record of conforming to contract requirements and to standard of good workmanship; record of forecasting and controlling costs; the contractor's adherence to contract schedules, including administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; the business-like concern for the interest of the customer; and, the competency of key personnel who worked on the contract.

M.3.d.3. In cases where an offeror lacks relevant past performance history or in which information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. The neutral rating provided to these offerors is at the Contracting Officer's discretion based on the past performance ratings for all other offerors. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an offeror's past performance.

M.4 COST/BUSINESS EVALUATION

The cost/business proposal will be evaluated by the Contracting Officer to determine the responsibility and eligibility of the Offeror.

M.5 CONTRACTING WITH DISADVANTAGED ENTERPRISES AND SMALL BUSINESS CONCERNS

USAID encourages the participation to the maximum extent possible of disadvantaged enterprises, including large disadvantaged business concerns, in accordance with Part 19 of the Federal Acquisition Regulations (48 CFR Chapter 1), and Part 726 of the USAID Acquisition Regulation (48 CFR Chapter 7). In this respect, it is anticipated that every reasonable effort will be made to identify and make use of such concerns. All evaluation criteria being found equal, the participation of such concerns may become a determining factor for selection.

END OF SECTION M